

The National Park Service has terms and conditions on all commercial service agreements. The following terms and conditions will apply to all Commercial Use Authorizations. There may be additional terms and conditions based on the services provided. These may include but are not limited to limits to locations, times, group size, and employee licenses and certifications.

CONDITIONS OF THIS AUTHORIZATION

Attachment A

1. The holder is prohibited from knowingly giving false information. To do so will be considered a breach of conditions and be grounds for revocation: [RE: 36 CFR 2.32(a) (3)].
2. The holder shall exercise this privilege subject to the supervision of the park area Superintendent. The holder shall comply with all applicable laws and regulations of the area and terms and conditions of the authorization. The holder must acquire all permits or licenses of State or local government, as applicable, necessary to provide the services described above, and, must operate in compliance with all applicable Federal, State, and local laws and regulations, including, without limitation, all applicable park area policies, procedures and regulations. The commercial services described above are to be provided to park area visitors at reasonable rates and under operating conditions satisfactory to the park area superintendent.
3. This authorization is issued upon the express condition that the United States, its agents and employees shall be free from all liabilities and claims for damages and/or suits for or by reason of any injury, injuries, or death to any person or persons or property of any kind whatsoever, whether to the person or property of the (holder), its agents or employees, or third parties, from any cause or causes whatsoever while in or upon said premises or any part thereof during the term of this authorization or occasioned by any occupancy or use of said premises or any activity carried on by the (holder) in connection herewith, and the (holder) hereby covenants and agrees to indemnify, defend, save and hold harmless the United States, its agents, and employees from all liabilities, charges, expenses and costs on account of or by reason of any such injuries, deaths, liabilities, claims, suits or losses however occurring or damages growing out of the same.
4. Holder agrees to carry general liability insurance against claims occasioned by the action or omissions of the holder, its agents and employees in carrying out activities and operations under this authorization. The policy shall be at least \$(See Exhibit A) and naming the United States of America as additional insured. Holder agrees to have on file with the park copies of the above insurance with the proper endorsements.
5. Costs incurred by the park as a result of accepting and processing the application and managing and monitoring the authorization activity will be reimbursed by the holder. Administrative costs and estimated costs for activities onsite must be paid when the authorization is approved. If any additional costs are incurred by the park, the holder will be billed at the conclusion of the authorization.
6. Benefit – Neither Members of, nor Delegates to Congress, or Resident Commissioners shall be admitted to any share or part of this authorization or derive, either directly or indirectly, any pecuniary benefit to arise therefrom: Provided, however, that nothing herein contained shall be construed to extend to any incorporated company, if the authorization be for the benefit of such corporation.

7. This authorization may not be transferred or assigned without the written consent of the park area Superintendent.
8. This authorization may be terminated upon breach of any of the conditions herein or at the discretion of the park area Superintendent.
9. The holder is not entitled to any preference to renewal of this authorization except to the extent otherwise expressly provided by law. This authorization is not exclusive and is not a concession contract.
10. The holder shall not construct any structures, fixtures or improvements in the park area. The holder shall not engage in any groundbreaking activities without the express, written approval of the park area Superintendent.
11. The holder is to provide the park area Superintendent upon request (and, in any event, immediately after expiration of this authorization) a statement of its gross receipts from its activities under this authorization and any other specific information related to the holder's operations that the park area superintendent may request, including but not limited to, visitor use statistics, and resource impact assessments.
12. The holder is to maintain an accounting system under which its accounts can be readily identified within its system of accounts classification. This accounting system must be capable of providing the information required by this authorization. The holder grants the United States of America and the Government Accountability Office access to its books and records at any time for the purpose of determining compliance with the terms and conditions of this authorization.
13. Executive Order 13658 – Establishing a Minimum Wage for Contractors, and its implementing regulations, including the applicable contract clause, are incorporated by reference into this contract as if fully set forth in this contract. The applicable contract clause is available at <https://federalregister.gov/a/2014-23533>.

Alaska Region Conditions

Attachment B

Commercial Use Authorization (CUA)

As used herein and in any CUA, the term “employee” includes all of the CUA holder’s officers, employees and other representatives, including but not limited to interns or volunteers.

1. The CUA holder may not request or require guests or clients participating in activities to sign a liability waiver form, insurance disclaimer and/or indemnification (hold-harmless) agreement. The CUA Holder may require guest or clients participating in activities authorized under this CUA to sign a Visitor Acknowledgement of Risk (VAR) form. The VAR must contain a description of the risks involved in the activity. A template Service-approved Visitor Acknowledgment of Risk form is provided. The VAR form that the CUA holder will use must be submitted to the park within 60 days of the effective date of the CUA for approval. A Service-approved VAR is attached (Exhibit B)
2. Engaging in a commercial visitor service or activity not authorized on the face of the CUA is prohibited.
3. The commercial visitor services authorized by an (out-of-park) CUA must originate and terminate outside of the boundaries of the park area (“outside of the boundaries of the park” to include an in-holding within the park). The CUA does not authorize the holder to advertise, solicit business, collect fees or sell any goods or services within the boundaries of the park area. All personal property used in the operation of CUA activities must be removed from the park area after each trip. Leaving personal property within the park area between trips is prohibited.
4. Holder is responsible for ensuring that each employee complies with the terms and conditions of the CUA. Holder shall ensure that each of their employees receive a copy of this authorization and understands the authorization, conditions and stipulations.
5. Holder must provide a current employee list to the National Park Service annually prior to startup for seasonal operations, or at the beginning of the calendar year for year-round operations. **The Holder must inform the NPS of any additions to the employee list prior to the employee working in the park.**
6. Holder and their employees must carry a copy of at least the signature page of the CUA when operating in the park unit. Holder and their employees must present the CUA to any park employee on demand.
7. For guidance from the US Public Health Service and the National Park Service on food, water and waste sanitation, see the following website: http://www.nps.gov/public_health/eh/bc.htm
8. When conducting any multi-day guided backcountry or wilderness activity (such as but not limited to mountaineering, glacier travel, backpacking, or river travel) Holder or their employees must carry some type of electronic communication equipment, including a backup source of power, capable of communicating with the outside world. Acceptable communication equipment includes satellite phones, Personal Locator Beacons (PLB’s), VHF radios, or cell phones (only where service is known to be available). In addition, Holder or their employees must carry a non-electronic method to supplement the electronic communication equipment such as mirrors or flares for signaling location. Each group participant/client will be instructed on the proper use of these devices.

9. Accidents involving personal injury, substantial aircraft or vessel damage, or threatening incidents involving wildlife where active hazing by spray, flare or firearm are used must be reported orally or in writing to the Superintendent of the respective park unit, as soon as possible. [36 CFR 2.33, 3.4, 4.4.] For the purposes of this paragraph, “substantial damage” means damage or failure, which adversely affects the structural strength, performance, or flight/operating characteristics of the aircraft/vessel.
10. It is the Holder's responsibility to obtain prior approval from landowners for access to or across private lands within the Park Unit.
11. The Holder shall inform clients of park regulations and safety concerns before beginning a trip (see park regulations at <http://www.nps.gov/akso/management/regulations.cfm>).
12. Further to national CUA condition #8 (Attachment A), CUAs may be suspended, restricted, revoked or denied in accordance with NPS Alaska Region Revocation Policy. (http://www.nps.gov/akso/management/commercial_authorizations.cfm).
13. **Unmanned Aircraft are not allowed for use in units of the National Park System.**
Definition: Unmanned Aircraft is a device that is used or intended to be used for flight in the air without the possibility of direct human intervention from within or on the device, and the associated operational elements and components that are required for the pilot or system operator in command to operate or control the device (such as cameras, sensors, communication links). This includes all types of devices that meet this definition (e.g., model airplanes, quadcopters, and drones) that are used for any purpose, including for recreation or commerce.

14. Suspension, Restriction, Revocation, and Denial Policy

This CUA may be suspended, restricted or revoked in accordance with the NPS Alaska Regional Policy Number 700-001.

A violation is defined as:

- a) Entering a plea of guilty or no contest or being found guilty of violating a state or federal law or regulation where a link exists between the offense and the business activity authorized by the Authorization regardless of whether the violation occurred in a unit of the National Park System;
- b) Failure to comply with state or federal law or regulation where a link exists between the offense and the business activity authorized by the Authorization regardless of whether the violation occurred in a unit of the National Park System and regardless of whether a court enters a finding of guilt;
- c) Violation of 18 U.S.C. 1001, providing false information to any agency or department of the United States;
- d) Failure to comply with a federal or state health or safety code or regulation when conducting activities authorized by the CUA;
- e) Failure to comply with the provisions and conditions of the CUA.

15. Activity Reporting:

Holder is required to submit the following Activity Reports regardless of whether the CUA was used. Each holder must also complete Form 10-660 Annual Report (Gross)

Schedule of Activity Summary & Annual Survey Reports (CUA/SUP)

(Reports are required regardless of whether permit was used)

| Required Reports Name of Reporting Form(s) | | Due Date | Notes |
|--|---|-------------------------------------|--|
| <u>Annual Survey Report –Form 10-660 & Supplemental</u> (Replaced the previous Gross Receipt Report; All CUA & SUP holder must complete this form) | | November 15 | All CUA / SUP holders are required to complete this Annual Survey Report form, regardless of whether you used your CUA. |
| <u>Guiding Activity Report</u> Use for: Bering Land Bridge, Cape Krusenstern, Denali, Gates, Glacier Bay (Passenger Ferry Service), Kenai Fjords, Kobuk, Sitka, Wrangell, Yukon Charley; | | November 15 | Use for guided trips in any park unit that does not have a park-specific reporting form. (CUAs & SUPs) |
| Guiding Activity Report: DENALI Road Based Winter Vehicle Tours | | June 1 | Submit to Park |
| <u>Air Taxi & Incidental Hunt Transporters Report</u> Use for: report any air taxi service. Also used to report hunt transport service done at regular air taxi service rate (Incidental transport) | | November 15 | All Licensed Big Game Transporters must submit a copy of their State of Alaska's Big Game Transporter Activity Report by Feb 1st |
| PARK | PARK SPECIFIC Reporting Form | Due Date | Notes |
| ANIAKCHAK | <u>Aniakchak Activity Report & Bill of Collection</u> (Only the Electronic Version will be accepted) Email to: katm_lacl_activityreports@nps.gov | November 15 | Management fee due by November 15 th |
| BROOKS CAMP | <u>Brooks Camp Activity Report & Bill of Collection</u> (Only the Electronic Version will be accepted) | November 15 | Management fee due by November 15 th |
| KATMAI / ALAGNAK | <u>Katmai/Alagnak Activity Report & Bill of Collection</u> (Only the Electronic Version will be accepted) | November 15 | Management fee due by November 15 th |
| KENAI FJORDS | <u>Exit Glacier / Harding Icefield Trail Activity Report</u> Use for Guided Hiking on Exit Glacier and/or Harding Icefield trips only | September 15 | |
| LAKE CLARK | <u>Lake Clark Activity Report & Bill of Collection</u> (Only the Electronic Version will be accepted) | November 15 | Management fee due by November 15 th |
| GLACIER BAY | <u>Charter Vessel Activity & Sportsfishing Survey Report</u> <u>Send the completed forms to:</u> Glacier Bay National Park, Attention Concessions Office, P.O. Box 140, Gustavus, AK 99826 or by fax to: (907) 697-2654, or by email to melanie_berg@nps.gov . | 5th of Month for the previous month | The holder must report their activity for all areas of the park, including the portions of the Gulf of Alaska, Cross Sound, North Inian Pass, North Pass, Icy Passage and Excursion Inlet that are within the park boundary. |
| GLACIER BAY | <u>Guided Backcountry, Guided Mountaineering, Guided Alsek River Rafting Trips</u> | Within 15 days from trip completion | Submit to the park. |
| GLACIER BAY | <u>Air Taxi Activity Report</u> | November 15 | |
| KLONDIKE | <u>Klondike Gold Rush Activity Report & Bill of Collection</u> | November 15 | Management fee due by November 15 th |
| SITKA | <u>Sitka National Historical Park Activity Report</u> | Monthly | Submit to park by 3rd of each month |

National Park Service, Concession Operations, 240 West 5th Avenue #114, Anchorage, AK 99501

Ph: (907) 644-3362 Fax: (907) 644-3813 Email: akro_cua_admin@nps.gov

*Katmai, Brooks, Alagnak, Aniakchak & Lake Clark reports should be emailed to: katm_lacl_activityreports@nps.gov

All Forms can be printed/downloaded from: www.nps.gov/akso/management/commercial_authorizations.cfm

16. **Management Fees:** **See Exhibit B**

17. **INSURANCE**

☐ General Provisions:

The Holder must obtain and maintain during the entire term of the Commercial Use Authorization (CUA), the types and amounts of insurance coverage necessary to fulfill the obligations of the CUA. The National Park Service will not be responsible for any omissions or inadequacies of insurance coverage and amounts in the event the insurance purchased by the Holder proves to be inadequate or otherwise insufficient for any reason whatsoever.

☐ Liability Insurance.

This insurance must be in the amount commensurate with the degree of risk and the scope and size of the activities required and/or authorized under this Authorization.

The name of the Insured on the certificate of insurance must match the business name of the Holder, including those names used under “doing business as”.

☐ Maintaining Current Policy

Holder must cease operating in the park should liability insurance be cancelled or suspended for any reason.

Exhibit A

Insurance Minimum Requirements

Insurance is required to protect the public and the United States from injury, loss, or damages for which authorization holder may be liable. A Certificate of Insurance must be provided to National Park Service (NPS) along with the application for the authorization. The NPS may increase these minimum coverage amounts based on a case-specific risk assessment.

Additional Insured: The United States of America must be named as an additional insured and so noted on the Certificate of Insurance. Insurance should be on a “Per Occurrence” basis, not “Per Person”

| MINIMUM COVERAGE AMOUNTS FOR LIABILITY INSURANCE | | | | |
|--|---|-----------------------|--------------------------|--|
| Type of Activity | Minimum Coverage Amount (in thousands of dollars) | | | |
| | Number of Participants | Per Occurrence Amount | General Aggregate Amount | Type of Insurance |
| Camping (Group) , Backpacking, Bear Viewing, Hiking, Horse Rides/Horse Packing, Photography, Sledding Sportfishing (no boat), Snowshoeing, Wagon Rides | n/a | \$500,000 | \$1,000,000 | Comprehensive General Liability |
| Boating (non-powered) (Under 26 feet and smaller) Kayaking | n/a | \$500,000 | \$1,000,000 | Comprehensive General Liability (OR) Protection & Indemnity (“watercraft liability inclusion” must be noted) |
| Mountaineering | n/a | \$1,000,000 | \$2,000,000 | Comprehensive General Liability |
| Charter Boat/Ferry Service (26 feet and larger-motorized) Rafting (Whitewater) | | \$1,000,000 | \$2,000,000 | Protection & Indemnity |
| Vehicle Tours/Shuttle (owned, non-owned and hired vehicles) | \$500,000 per occurrence | | | Commercial Auto Liability |
| Aircraft Operators | \$150,000 per passenger seat | | | |
| Employee Coverage (Workers Comp) | Alaska requires that anyone who employs one or more persons whether full or part time carry workers compensation insurance. | | | |

Minimum Insurance Company Standards

NPS has established the following minimum insurance company policyholder and financial requirements:

- (a) Insurance companies must be rated at least A- by the most recent edition of Best's Key Insurance Reports (Property-Casualty edition).
- (b) Insurance companies must have an A.M. Best's Financial Size Category of at least VII according to the most recent edition of Best's Insurance Reports (Property-Casualty edition).
- (c) The insurance company must be admitted (licensed) or approved to do business in the state in which the concessioner is domiciled.

The required Certificates of Insurance must include the A.M. Best Identification Number ("AMB#") of each insurance company as well as a certification from the insurance agent stating that the insurer is licensed insurer in the state of concessioner operations and satisfies the minimum financial and policyholder requirements.

It is consistent with National Park Service policy for the concessioner to warn visitors of the dangers inherent in high-risk activities and for visitors to assume responsibility for their own negligence. For activities that require prerequisite skills or experience, it is appropriate to require that visitors declare in writing that they possess those prerequisites. It is not consistent with National Park Service policy to require visitors to waive their right to hold concessioners or the Government responsible for bona fide negligence resulting in bodily injury, death or loss of personal property.

Insurance Certificate requirements:

1. Liability Insurance should be on a "Per Occurrence" basis, not "Per Person"
2. Name of Insured must match the name under which the application is made (or vice versa).
3. The insurance cert must show coverage for all services being provided under the CUA.
4. Smaller watercraft (rafts, tubes) used under the CUA should be noted on the insurance certificate as covered for such use (e.g. Watercraft liability included).
5. **ADDITIONAL INSURED:** The US Government must be named as additional insured and so noted on the insurance certificate. The address to use for the certificate holder should read:

US Government
National Park Service
240 West 5th Avenue
Anchorage, AK 99501

FEE SCHEDULE – Exhibit B

Application/Admin Fees plus the applicable Management Fees (flat fee amount) should be submitted together when you make application.

- 1. (Application/Administrative Fee)** Submit with your Application
The Fee is determined by the term of the CUA (1 or 2 years).

| Number of Parks | Application & Administrative Fee Two-Year CUA | Application & Administrative Fee One-Year CUA |
|-----------------|---|---|
| 1 | \$300 | \$200 |
| 2 | \$400 | \$250 |
| 3 | \$500 | \$300 |
| 4 | \$600 | \$350 |
| 5 | \$700 | \$400 |
| 6 | \$800 | \$450 |

2. Management Fees (Submit with your Application)

Management Fees shown below as a flat fee amount should be submitted along with your application and are based on whether you have a one or two-year CUA.

Example: If you are applying for a one year CUA with Glacier Bay and Wrangell-St. Elias, you would pay the Application/Admin fee PLUS an additional \$200 (\$100 for Glacier Bay & \$100 for Wrangell). Using the same example, for a two year CUA with Glacier Bay and Wrangell-St. Elias you would pay the Application/Admin fee PLUS an additional \$400 (\$200 for Glacier Bay & \$200 for Wrangell).

| Park Name | Management Fee 2 (Two-Year CUA) | Management Fee 1 (One-Year CUA) |
|---|------------------------------------|------------------------------------|
| Denali National Park & Preserve | \$200 | \$100 |
| Glacier Bay National Park & Preserve | \$200 | \$100 |
| Kenai Fjords National Park | \$200 | \$100 |
| Western Arctic National Parklands* | \$200 | \$100 |
| Wrangell-St. Elias National Park & Preserve | \$200 | \$100 |

**Note Western Arctic includes Bering Land Bridge, Cape Krusenstern, Noatak, & Kobuk Valley
There is one flat management fee – regardless if you use one or all of Western Arctic.*

Payment Methods:

All fees can be paid online at: www.pay.gov using a check, credit or debit card. Once on the pay.gov site, under “I want to pay”, look for National Park Service, then look for the “Commercial Use Authorization Payment Form” on the alphabetized list of forms.

Payment can also be made through the mail in the form of a check made payable to: National Park Service. Remember to note your EIN number on your check.

Management Fees *(based on number of clients)*

These fees are based on the number of clients and will be collected as specified:

| Park Unit | Fee Amount | Due Date | Notes |
|--|---|---|--|
| Alagnak Wild River | \$6.00 per person, per day (excludes Guides) | November 15th of each year along with Activity Report & Form 10-660 | |
| Aniakchak National Monument & Preserve | \$6.00 per person per day (excludes Guides) | November 15th of each year along with Activity Report & Form 10-660 | |
| Brooks Camp (Developed Area) | \$14.00 per person per day (excludes Guides) | November 15th of each year along with Activity Report & Form 10-660 | If the same client visits both Brooks Camp Developed Area and any other locations in Katmai National Parks & Preserve on the same day with the same Holder, only the Brooks Camp Developed Area fee will be collected. |
| Katmai National Park & Preserve | \$6.00 per person, per day (excludes Guides) | November 15th of each year along with Activity Report & Form 10-660 | If the same client visits both Brooks Camp Developed Area and any other locations in Katmai National Parks & Preserve on the same day with the same Holder, only the Brooks Camp Developed Area fee will be collected. |
| Lake Clark National Park & Preserve | \$6.00 per person, per day (excludes Guides) | November 15th of each year along with Activity Report & Form 10-660 | |
| Glacier Bay National Park & Preserve | <u>ALSEK RIVER RAFTING – ONLY</u> Greater of \$500 or a per person amount adjusted annually based on the US Bureau of Labor Statistics "Consumer Price Index - All Urban Consumers." See http://data.bls.gov/cgi-bin/surveymost?cu [U.S. All items, 1982-84=100] | November 15 th of each year along with Activity Report & Form 10-660 A Bill of Collection will be sent out prior to the November 15 due date with the per passenger fee based on the current CPI. | |
| Klondike Gold Rush National Historical Park | *General: \$2.00 per person, per day *Horse Tours: \$3.00 per person, per day *Transportation Only (Shuttle-Taxi): No Fee *Skagway Walking Tours: No Fee | November 15th of each year along with Activity Report & Form 10-660 | Defined as \$2.00 (\$3.00 for Horse Tours) times sum of the total number of guided clients in the park each day or portion thereof) |

Exhibit C

VISITOR'S ACKNOWLEDGEMENT OF RISKS FORM

In consideration of the services of _____ their officers, agents, employees, and stockholders, and all other persons or entities associated with those businesses (hereinafter collectively referred to as “_____”) I agree as follows:

Although _____ has taken reasonable steps to

provide me with appropriate equipment and skilled guides so I can enjoy an activity for which I may not be skilled, _____ has informed me this activity is not

without risk. Certain risks are inherent in each activity and cannot be eliminated without destroying the unique character of the activity. These inherent risks are some of the same elements that contribute to the unique character of this activity and can be the cause of loss or damage to my equipment, or accidental injury, illness, or in extreme cases, permanent trauma or death.

_____ does not want to frighten me or reduce my enthusiasm for this activity, but believes it is important for me to know in advance what to expect and to be informed of the inherent risks. The following describes some, but not all, of those risks.

Description of risks:

I am aware that _____ entails risks of injury or death to

any participant. I understand the description of these inherent risks is not complete and that other unknown or unanticipated inherent risks may result in injury or death. I agree to assume and accept full responsibility for the inherent risks identified herein and those inherent risks not specifically identified. My participation in this activity is purely voluntary, no one is forcing me to participate, and I elect to participate in spite of and with full knowledge of the inherent risks.

I acknowledge that engaging in this activity may require a degree of skill and knowledge different than other activities and that I have responsibilities as a participant. I acknowledge that the staff of _____ has been available to more fully explain to me the nature and physical demands of this activity and the inherent risks, hazards, and dangers associated with this activity.

I certify that I am fully capable of participating in this activity. Therefore, I assume and accept full responsibility for myself, including all minor children in my care, custody, and control, for bodily injury, death or loss of personal property and expenses as a result of those inherent risks and dangers identified herein and those inherent risks and dangers not specifically identified, and as a result of my negligence in participating in this activity.

I have carefully read, clearly understood and accepted the terms and conditions stated herein and acknowledge that this agreement shall be effective and binding upon myself, my heirs, assigns, personal representative and estate and for all members of my family, including minor children.

Signature

Date

Signature of Parent or Guardian, if participant is under 18 years of age

Signature

Date

